

1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE SOUTHERN DISTRICT OF OHIO
3 WESTERN DIVISION, CINCINNATI
4
5 EVERETT W. WHISMAN, et al.: Case No. C-1-02-406
6 Plaintiffs, : Judge Beckwith
7 V. : Magistrate Sherman
8 ZF BATAVIA, LLC, et al., :
9 Defendants. :

10 Deposition of JAMES E. CRUMP, taken on
11 Tuesday, August 12, 2003, commencing at 2:26 p.m.,
12 at the offices of Baker & Hostetler LLP, 312 Walnut
13 Street, Suite 3200, Cincinnati, Ohio, before
14 Susan M. Barhorst, Notary Public.

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1 APPEARANCES:

2 On behalf of Plaintiffs:

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5 On behalf of Defendant ZF Batavia, LLC:

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8 Also present:

9 Herb Huebner

10 On behalf of Defendant Ford Motor Company:

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14 Cross-Examination

15	by Mr. Hunter	4
16		
17	by Mr. VanWay	65

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1	CRUMP DEPOSITION EXHIBITS	MARKED/IDENTIFIED
2	2	7
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4	97	87
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7	112	36
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1 JAMES E. CRUMP

2 being first duly sworn, testified as follows:

3 CROSS-EXAMINATION

4 BY MR. HUNTER:

5 Q. Sir, will you please state your name
6 for the record?

7 A. James E. Crump, spelled with a "C."

8 Q. Mr. Crump, what's your current
9 address?

10 A. 1101 Locus Corner Road, Cincinnati,
11 Ohio 45245.

12 Q. Mr. Crump, you came into Mr. Steward's
13 deposition, kind of in progress. And so let me
14 explain to you a little bit about the deposition
15 process for this afternoon, okay?

16 A. Mm-hmm.

17 Q. Generally a question and answer
18 format. I'm going to ask you questions. If at any
19 time you don't hear me, you don't understand what
20 I've said or for whatever reason, you just can't
21 answer the question fairly, I want you to stop me
22 and let me know, okay?

23 A. Okay.

24 Q. Is there anything today that would

1 prevent you from being able to go forward with your
2 deposition, in terms of a personal issue, a medical
3 issue or otherwise?

4 A. No.

5 Q. Have you ever been deposed before?

6 A. No.

7 Q. Ever been involved in any litigation
8 whatsoever?

9 A. No.

10 Q. With respect to this litigation, if I
11 use the term "Ford transitional employee," you
12 understand that that means an employee that
13 formerly worked for Ford Motor Company that
14 transitioned or became employed by ZF Batavia?

15 A. That's correct.

16 Q. Okay. Are you a transitional
17 employee?

18 A. Yes.

19 Q. When did you start your service with
20 Ford Motor?

21 A. April 30th, '79, 1979.

22 Q. And what did you hire into Ford as?

23 A. Electrician.

24 Q. Is that in maintenance?

1 A. Yes.

2 Q. Did you have a title back then?

3 A. Electrician.

4 Q. Okay. Is that a salaried position or
5 an hourly?

6 A. Hourly position.

7 Q. Were you covered under the collective
8 bargaining agreement?

9 A. Yes.

10 Q. At some point in time, did you become
11 a salaried person at Ford Motor?

12 A. Yes.

13 Q. When was that?

14 A. December 19th, 1983.

15 Q. And what was the position you took at
16 that point?

17 A. Maintenance supervisor.

18 Q. And how long did you hold that
19 position at Ford?

20 A. I'm just getting my dates clear here.
21 Give me a few seconds. Thank you.

22 Q. Okay.

23 A. 'Cause several things took place at
24 the time. In '90 -- '96, I became a temporary MPS.

1 Q. Okay.

2 A. And then I went back to being a
3 maintenance supervisor.

4 Q. And why did you become a temporary
5 MPS?

6 A. The MPS had taken a medical leave and
7 I went in as acting MPS.

8 Q. And was that with the maintenance
9 department?

10 A. Yes, it was. "MPS" stands for
11 maintenance preventive -- maintenance planning
12 specialist.

13 Q. And was this at Sharonville or Batavia
14 or where?

15 A. Always at Batavia.

16 Q. Okay. Was Batavia open in 1979?

17 A. Yes. I was one of the first 18.

18 Q. I was going to say you had to be first
19 in the door then or pretty close. How long did you
20 take or fill the MPS position?

21 A. Six months.

22 Q. And then you went back to maintenance
23 supervisor?

24 A. That's correct.

1 Q. And is that the position you held at
2 the time you transitioned?

3 A. I also then became reliability
4 maintenance engineer when -- in '90 -- '97.

5 Q. Okay. And how long did you hold that
6 position?

7 A. That was about six months.

8 Q. Okay.

9 A. Then I went back to maintenance
10 supervisor again.

11 Q. As the reliability in maintenance
12 engineer, was that a temporary position or --

13 A. No, that was a change. That position
14 was done away with when our new superintendent
15 took -- took over maintenance in '97, he did away
16 with reliability maintenance engineers.

17 Q. When you moved from maintenance
18 supervisor to maintenance engineer, did you receive
19 a pay increase?

20 A. No.

21 Q. Did you receive increased
22 responsibilities?

23 A. Side move.

24 Q. So you didn't have more to do or you

1 did?

2 A. It was a different position --

3 Q. Okay.

4 A. -- which I'm not understanding your
5 question. I'm sorry.

6 Q. Did you supervise the same number of
7 people?

8 A. When I was a reliability maintenance
9 engineer, I did not supervise anybody.

10 Q. Okay. Did it require more hours, more
11 work or just --

12 A. About the same amount of hours.

13 Q. Okay. So you moved back, then, to be
14 a maintenance supervisor?

15 A. Mm-hmm.

16 Q. And how long did you hold that
17 position?

18 A. Till I became a transitional employee.

19 Q. And when you hired on with ZF Batavia,
20 I believe you hired on as a maintenance group
21 leader?

22 A. Maintenance supervisor, yes.

23 Q. Is there a difference between a
24 maintenance supervisor and a maintenance group

1 leader?

2 A. There is no maintenance group leaders.

3 Q. Okay. Did you attend any of the
4 meetings at ZF Batavia regarding the transition to
5 becoming a ZF Batavia employee?

6 A. Yes, I did.

7 Q. Which meetings did you attend?

8 A. There was one the first of -- around
9 the first of May. I cannot recall the date
10 exactly. My memory does not recall that date. And
11 I went into another one on May 27th.

12 Q. Okay. What about the -- I don't know
13 if "meeting" is the right word, but where they made
14 the public announcement about the joint venture. I
15 believe it was fourth quarter of '98. They put up
16 a little screen out there in the plant by the
17 hospital. Do you remember any of that?

18 A. I was on vacation at the time.

19 Q. Okay. So the first kind of organized
20 or formal meeting that you had was on -- somewhere
21 around May 1st of 1999?

22 A. About -- somewhere in the first week
23 of May.

24 Q. First week?

1 A. Mm-hmm.

2 Q. And who attended that meeting?

3 A. There was several -- I don't recall.

4 My memory doesn't recall who was in that meeting at
5 that time.

6 Q. Do you remember anybody?

7 A. No.

8 Q. Do you remember what was said?

9 A. It was basically explained to us what
10 is a transitional employee.

11 Q. Okay. Anything more?

12 A. No, not that -- not that my memory
13 recalls.

14 Q. Sure, sure. And I understand --

15 A. Yeah.

16 Q. -- it was four-plus years ago.

17 A. Yes.

18 MR. SIMON: I'm sorry. Mr. Hunter,
19 are you asking for every detail or just generally
20 what he remembers?

21 Q. I'll take just anything you remember
22 about that meeting.

23 A. Basically it was giving us -- some of
24 the stuff that comes back to my mind in my memory

1 was the pros of becoming a transitional employee,
2 what would be our benefits --

3 Q. Okay.

4 A. -- and their need for us at the time.

5 Q. All right. And so what was told to
6 you, in terms of the -- and I assume when you said
7 "pros," pros in terms of pros and cons?

8 A. Yes.

9 Q. Okay. And so what was explained to
10 you at that point?

11 A. They were going over -- or explained
12 in -- in some detail that -- boy, trying to recall
13 my memory. At the time, they were explaining
14 that -- not moving our families -- you know,
15 becoming a part of the -- the new product, becoming
16 a member of a new plant -- you know, a new company.

17 Q. Okay. Anything else?

18 A. My memory is just very vague on the --
19 on the meeting.

20 Q. Is this a 10-minute meeting, a half
21 hour meeting, an hour?

22 A. I cannot recall.

23 Q. Did you receive any handouts at that
24 point?

1 A. No.

2 Q. Slides, any of that kind of stuff?

3 A. It was basically a -- a very -- just
4 a -- some -- group of people, salary people. There
5 was no hourly people in this meeting. It was a
6 group of salary people that was taken in and
7 explained -- you know, it was a general meeting,
8 just a generalized meeting.

9 Q. Okay. You may have told me. Was this
10 in the cafeteria?

11 A. I don't recall.

12 Q. Conference room or just don't recall?

13 A. I don't recall.

14 Q. You had, then, attended the meeting on
15 the 27th?

16 A. That's correct.

17 Q. Do you remember who spoke at that
18 meeting?

19 A. No, I do not.

20 Q. Do you remember in detail or otherwise
21 what was said at the May 27th meeting?

22 A. They were going over the -- our
23 letter -- you know, received our -- and the -- the
24 agreement that we would be coming under.

1 Q. And when you said they were going over
2 the letter, did they have --

3 A. I'm sorry. Not the letter. You asked
4 me about a letter. No, what was attached to our
5 letter.

6 Q. Oh, if I use the term "gray
7 brochure" --

8 A. I understand.

9 Q. Okay.

10 A. I understand what you're saying.

11 Q. Exhibit 2, that one.

12 A. Yes.

13 Q. Is that what you were saying, they
14 went over this?

15 A. Yes.

16 Q. Okay. Did they give copies out in the
17 May 27th meeting?

18 A. I did -- I received mine with my
19 letter.

20 Q. Okay. And on the May -- as to the May
21 27th meeting, I think there were two on that date,
22 like a morning one or an afternoon one?

23 A. I don't recall.

24 Q. Do you remember what time the meeting

1 was that you went to?

2 A. No, I do not.

3 Q. Okay. In the meeting in the first
4 week of May, they didn't go over this brochure, did
5 they?

6 A. No.

7 Q. Okay. They went over it on the 27th?

8 A. That's correct, in detail.

9 Q. Okay. And what did they say about
10 that? Well, who was at the meeting on the 27th?

11 A. As best as my memory recalls that
12 meeting, it was the people who had already -- or
13 who wanted or had an interest in becoming a
14 transitional employee.

15 Q. Okay. Do you remember who was there
16 from either ZF Batavia, ZF or Ford?

17 A. At the time, it was Ford, Mike Warren.

18 Q. Okay.

19 A. He was our labor relations. I mean,
20 our -- he was in charge of the salary personnel.

21 Q. Okay.

22 A. He was -- you know, he was the one
23 that -- you know, we were mostly talking to. And
24 there was some representatives from Ford. I don't

1 recall the names. I'm sorry.

2 Q. That's okay. Was anybody there from
3 ZF Batavia?

4 A. There was -- they did not speak to us.
5 In general terms, Mike Warren did all the -- most
6 of the speaking to us.

7 Q. And when you say "Mike," it's Mike
8 "Warden," not "Warren"?

9 A. Warden, I'm sorry, yeah.

10 Q. Okay.

11 A. Yes.

12 Q. Mike Warren is the UAW --

13 A. Yeah, I'm sorry. You're right.

14 Q. Just make sure we're --

15 A. That's a correction on my part.

16 Q. That's okay.

17 A. Been too many years.

18 Q. All right. Do you remember
19 specifically what -- anything as to what Mike
20 Warden said?

21 A. Basically he was going in detail on
22 our agreement, what we would be coming -- working
23 under -- the agreement we'd be working under, going
24 over details of the agreement with us and

1 explaining to us some of the benefits that would
2 be -- and the general terms that we would be coming
3 under.

4 Q. Okay. Do you remember what he
5 explained about anything, in terms of whether it's
6 salary or health benefits or overtime? I don't
7 know, whatever --

8 A. It was basically covering the health
9 benefits. He was covering several things, the pay,
10 things of that nature.

11 Q. Do you remember, what did he say about
12 pay?

13 A. Basically the one agreement that we
14 would be covered under with our salary, as at the
15 moment, would be continued and then he went -- that
16 was our base pay.

17 Q. Okay. Did he say anything else about
18 pay?

19 A. The overtime would be continued as --
20 as we would -- known it, as at the moment with our
21 base pay being certain amount. We would get a flat
22 rate and if we were under that base, we would get
23 time and a half or -- yeah, time and a half or
24 double time on Sundays or holidays.

1 But if we was on a certain base, then
2 we would -- basically the same thing as Ford had
3 covered or was working under Ford.

4 Q. Do you remember, did he use any
5 overhead or slides or anything like that?

6 A. There was some overhead slides, yes.

7 Q. Okay. Anything else that he said
8 regarding pay or overtime pay?

9 A. That's all my memory can recall at
10 this time.

11 Q. Okay. And you used the term that the
12 salary would be the same as of the moment, I think
13 was the phrase you used?

14 A. Yes, that's the phrase I used.
15 Basically what my salary was at Ford at that
16 moment, that that's what my salary would be at
17 ZF --

18 Q. Okay.

19 A. -- starting salary would be at ZF.

20 Q. Okay. And I think you used that same
21 phrase to describe the overtime?

22 A. The overtime, what -- I was governed
23 by my overtime at the moment when I would become a
24 transitional employee would be the same with ZF.

1 Q. All right. And so that your
2 understanding was that if you made the move as a
3 transition employee, the overtime would be the same
4 rate of pay and you explained flat rate --

5 A. Yes.

6 Q. -- holiday --

7 A. That's correct.

8 Q. -- as it was at that time at Ford?

9 A. That's correct.

10 Q. Is that your complete understanding as
11 to what the overtime was to be?

12 A. That's correct.

13 Q. Okay. Did Mr. Warden speak at all
14 about personal days, sick leave, any of that?

15 A. They were giving -- they were
16 outlining some of our benefits and things and he
17 said we would be given five personal days --

18 Q. Okay.

19 A. -- to be used at our discretion.

20 Q. Okay. Did he say anything about
21 bereavement?

22 A. Bereavement, I don't recall.

23 Q. Okay. And obviously the five
24 personnel (sic) days was not the same as it was at

1 Ford because you actually had more than that at
2 Ford --

3 A. Yes, I did.

4 Q. -- didn't you? All right. So you
5 didn't understand that that was going to stay the
6 same as Ford?

7 A. I was understanding when -- when he
8 was speaking and he was telling us about our
9 agreement, that that's what we would be getting,
10 five days.

11 Q. And, again, not that it was the same
12 as what it was at Ford?

13 A. No.

14 Q. Okay. And with respect to
15 bereavement, I think you said that as a
16 transitional, you would receive three bereavement
17 days?

18 A. I would receive what the agreement was
19 in the folder. I'm sorry. My memory is not the
20 greatest in the world. That's what I would be
21 getting.

22 Q. Okay.

23 A. But that would be family members. I
24 do remember that it would be family members. In

1 other words, it couldn't be the cat and the dog
2 and --

3 Q. Sure. Under the -- excuse me. Under
4 the Ford policy, would you have gotten those
5 bereavement days for the cat and the dog?

6 A. No.

7 Q. Okay. And I got -- I'm not making
8 light of that, but I guess --

9 A. I understand.

10 Q. Are you telling me that, in a sense --

11 A. He was explaining to me what the
12 bereavement in the agreement was all about.

13 Q. Okay. And that was apparently going
14 to be, then, a little different than what it was at
15 Ford?

16 A. Yes.

17 Q. Okay. And you understood that?

18 A. I understood that.

19 Q. Do you remember, did he discuss
20 vacation?

21 A. My vacation would be grandfathered.
22 Whatever I had at the time, I would have at ZF. I
23 had five weeks.

24 Q. I was going to say, I'd have to do a

1 little math here, but I think you're a five-week
2 guy, aren't you?

3 A. Yes.

4 Q. Okay.

5 A. I knew that was your next question.

6 Q. Okay. Now, when I look at the gray
7 brochure, Exhibit Number 2, I -- one second. I
8 see, for example, in the gray brochure that it says
9 that you can accumulate up to four weeks of
10 vacation?

11 A. That's correct.

12 Q. Okay. You were -- I think the term
13 you used -- grandfathered in?

14 A. That's correct.

15 Q. And when you say you, it's not you,
16 personally, Jim Crump, but anybody that had five
17 weeks --

18 A. Anybody that had over 20 years of
19 service with Ford Motor Company and was receiving
20 five weeks at the time would get the five weeks.

21 Q. Okay.

22 A. They would not take any vacation away
23 from you.

24 Q. Okay. And you understood that to the

1 extent that you had -- I'm sorry. -- that the
2 transitional had less than the 20 years' worth of
3 service, they were governed by the vacation
4 schedule set forth in the brochure?

5 A. If -- now, one thing that they were
6 saying is I, being maxed out on vacation, I could
7 not buy a week of vacation.

8 Q. Okay. And that's -- and that isn't
9 set forth in the gray brochure, though, either, is
10 it? You have it in front of you.

11 A. Yes, I'm sorry.

12 Q. I don't see that in there where it
13 talks about that.

14 A. Give me a second. Let me get my --
15 vacation was -- the transitional employees who had
16 less than four weeks, that was the max they could
17 get with this agreement and they could buy one
18 week.

19 Q. Okay. What you had said to me,
20 though, was I was maxed at five weeks and I
21 couldn't -- because I'm at five weeks --

22 A. Right.

23 Q. -- I couldn't buy a week's vacation?

24 A. That's correct.

1 Q. Okay. And, again, my only question
2 was, that certainly wasn't in the gray brochure,
3 was it?

4 A. It says here, 15 years plus. That's
5 four weeks, plus buying five days gives you five
6 weeks. I was already at five weeks.

7 Q. Understood. And maybe I'm just not --

8 A. Maybe I'm not understanding your
9 question right now.

10 Q. Nowhere in the gray brochure does it
11 say if you've got five weeks, you can't buy the
12 additional sixth week?

13 A. If I read this correctly, which I
14 think that I do, I have four weeks vacation. I can
15 buy five days of vacation.

16 Q. Understood. But that's all it says.
17 It doesn't say anything about somebody who already
18 has five weeks and their ability to buy or not buy
19 a week's vacation?

20 A. In my terminology, in my best -- if I
21 would term -- if I would take this and read it the
22 way I read it, four weeks plus five days equals --
23 four weeks plus five days equals five weeks. That
24 is the max you can have under this agreement --

1 Q. Okay.

2 A. -- and that's what I had already.

3 Q. Okay.

4 A. So that meant I could not have any
5 more than five weeks.

6 Q. Now, I think -- now I understand where
7 you're coming from there. All right. Were there
8 any other discussions at that meeting -- and,
9 again, I guess we're talking about the 27th, all
10 right? With respect to the annual incentive
11 plan --

12 A. The -- are you talking about our
13 profit sharing?

14 Q. Well, ZF Batavia doesn't have profit
15 sharing.

16 A. Okay. I'm sorry, AIP.

17 Q. Okay. You would acknowledge ZF
18 Batavia doesn't have a profit sharing plan?

19 A. They have an AIP --

20 Q. Okay.

21 A. -- which I term as a profit sharing.

22 Q. All right. Was there any discussion
23 about that AIP/profit sharing at this May 27th
24 meeting?

1 A. There were certain incentives that we
2 would, as a plant, have to come under and quality,
3 safety and some of those other -- you know,
4 guidelines would be given to us. As a plant, each
5 employee would be given a profit sharing -- or I'm
6 sorry. AIP bonus under these terms.

7 Q. If these measurables were met?

8 A. That's correct.

9 Q. And that certainly couldn't mirror
10 Ford's because, again, Ford didn't have an annual
11 incentive plan?

12 A. Ford Motor Company -- my memory is
13 going to have to go back on this one. Ford Motor
14 Company changed their plan, which was going to
15 reflect certain rules of about how your plant was
16 going to function and under these certain or
17 similar guidelines under -- if your plant was
18 profitable, if your plant was -- safety and all
19 those other things. I do not recall if I ever fell
20 underneath those guidelines. I don't recall.

21 Q. Okay. Did Mr. Warden or anybody else
22 discuss anything further with respect to the annual
23 incentive plan at this meeting?

24 A. That was -- in my memory, the

1 guidelines that he gave us at the time was what we
2 was going to be governed under.

3 Q. Okay. And we've discussed those so
4 far?

5 A. Not -- best of my memory. I'm just --
6 I gave you a general layout, not a total. I can't
7 recall all of them, but majority was quality,
8 safety and the -- the ability of the plant to make
9 a profit.

10 Q. Okay.

11 A. And if -- 'cause I'm sure my memory is
12 a little short here and there's probably some other
13 things.

14 Q. Okay. But those are things, basically
15 the measurables?

16 A. All the measurables --

17 Q. Okay.

18 A. -- that's correct.

19 Q. Other than the measurables, do you
20 remember anything else, in terms of the discussion
21 about the annual incentive plan?

22 A. Not at this time, I do not recall.

23 Q. Okay. What about anything to do with
24 merit increase?

1 A. Merit increase would be based upon our
2 annual -- let me get my words -- my words here
3 right -- performance review.

4 Q. And that would be the individual
5 annual performance review?

6 A. That's correct, and it would be
7 delivered on April the 1st.

8 Q. And so if your performance reviews
9 were good, you would expect a good merit increase?

10 A. That's correct.

11 Q. And if they were bad, then you
12 shouldn't expect a good merit increase?

13 A. That's correct.

14 Q. And it was based on individual
15 performance?

16 A. That's correct.

17 Q. Do you remember anything further with
18 respect to what was represented at the meeting
19 about merit increase or otherwise?

20 A. That's all I can recall at this time.

21 Q. Do you remember, with respect to the
22 plaintiffs in this litigation, do you remember of
23 those plaintiffs -- and I think there's 15 people,
24 14 including yourself. Of those 14, which of them

1 were at this meeting with you?

2 A. I cannot recall.

3 Q. In regard to making your decision to
4 come over to ZF Batavia, did you have any
5 conversations with other Ford or Ford transitional
6 employees?

7 A. No.

8 Q. Do you remember kind of at what point
9 in time that you decided, Hey, I'm going make this
10 decision to come over?

11 A. I was given a letter --

12 Q. Okay.

13 A. -- with this attached to it. I was
14 asked to go over this. This would be the agreement
15 that we would be going under.

16 Q. And this is Exhibit 2, for the record.

17 A. Exhibit 2 --

18 Q. Okay.

19 A. -- take it home, talk to my family,
20 see what they were considering or what they thought
21 about -- you know, staying or leaving or becoming a
22 transitional employee. Come back and make a
23 decision upon what the family and what I thought
24 was best for me. And I had a certain amount of

1 time to do that in.

2 Q. Do you remember who gave you the
3 letter?

4 A. I -- in my -- trying to think who my
5 boss was back then. At this time, I'd say, no, I
6 do not remember. My memory does not --

7 Q. Could it be John Zielke?

8 A. No. I work for maintenance.
9 Maintenance, it would have to either been Hassan --

10 Q. Okay.

11 A. -- Saleh, Mike Conners, who was a MPS
12 at the time. But I cannot -- I'll be honest. I
13 cannot recall or it could have been my manager.

14 Q. Who would that have been?

15 A. Production manager would have been --
16 think here for a second. They change so often. I
17 can't -- it's just like playing cards. In '99, I
18 do not recall.

19 Q. Okay. And that's okay. Is it
20 possible Mike Warden gave you that or no?

21 A. No.

22 Q. Okay.

23 A. I was -- given to me on the floor.

24 Q. And I think you told me that you had

1 the gray brochure prior to this May 27th meeting?

2 A. That's correct.

3 Q. And that's because you got your hire
4 letter prior to the May 27th meeting?

5 A. That's correct.

6 Q. And, in fact, I think you signed your
7 hire letter and accepted employment prior to the
8 May 27th meeting?

9 A. That's correct.

10 Q. Mr. Crump, we've handed you what we've
11 marked for identification purposes as Exhibit 111.
12 Would you take a moment to review that for me?

13 A. Yes. Okay.

14 Q. Is that your hire letter?

15 A. Yes, it is.

16 Q. And that's your signature down there
17 at the bottom?

18 A. Yes, it is.

19 Q. And that was signed on May 25th, 1999?

20 A. That's correct.

21 Q. You had made the comment before that
22 there was no such thing as a maintenance group
23 leader?

24 A. My memory -- I've always been called a

1 maintenance supervisor.

2 Q. Okay.

3 A. I don't recall ever being called a
4 maintenance group leader. A group leader was
5 always in production.

6 Q. Okay. There was a transition bonus
7 payable to you in the amount of \$19,500.

8 A. That's correct.

9 Q. Did you receive that transition
10 monies?

11 A. Yes, I received three payments.

12 Q. Okay. And you see that in the letter
13 at bullet point two, it says that that transition
14 bonus is defined to address the monetary
15 differences between Ford benefits and ZF Batavia's
16 new plan. To your understanding, is that sentence
17 accurate?

18 A. The way that I read this is, yes, it
19 is correct because of the fact if -- if we go back
20 to Exhibit 2, we had to get rid of our Ford
21 stock --

22 Q. Okay.

23 A. -- and sell. At the time we could not
24 hold Ford stock, so I -- with this bonus, I was

1 understanding that it was going to compensate me
2 for any loss that I would receive as becoming a
3 transitional employee. If I would read that as
4 such, yes, that statement is true.

5 Q. All right. Well, let's talk about it
6 because I -- I don't see the -- I don't think I
7 understand fully the Ford stock issue because my
8 understanding is that you would have sold the Ford
9 stock, okay, but invested it basically into some
10 other Fidelity funds?

11 A. That's correct.

12 Q. Okay. So I'm not sure how that would
13 be a loss.

14 A. Because of the fact that what we
15 bought the stock for and what we would have -- we
16 had to change it over by October of '99.

17 Q. Okay.

18 A. And -- and at that -- if there were
19 going to be a loss at the time, which there was,
20 then we would be -- this would be part of the
21 compensation to help us -- you know, it would just
22 basically -- anything we were going to lose in
23 becoming a transitional employee, either through
24 the stock plan, through -- boy, I wish my memory

1 was better than this. And other -- you know,
2 really basically it didn't mean that we was going
3 to get a -- this here was just explained to us that
4 this was a bonus to help us. It was a sign-up
5 bonus.

6 Q. Well, I see a signing bonus thing in
7 the first bullet point for 750 bucks.

8 A. That's right. That's a
9 one-time bonus, that's correct.

10 Q. Okay. And I see again in the last
11 sentence, it talks about the monetary differences
12 between Ford benefits and Batavia's new plan. And
13 so --

14 A. Some of this was medical also --

15 Q. Okay.

16 A. -- and my memory cannot tell you
17 exactly what the difference in the medical plans
18 was. First of all, I know there was no vision plan
19 at ZF --

20 Q. Okay.

21 A. -- or for a transitional employee. I
22 want to use that word. There was not going to be
23 any vision plan at the time.

24 Q. Well, you talked before that -- and

1 vacation was going to be reduced, particularly in
2 terms of -- you got your five weeks, but there are
3 other transitionals that didn't.

4 A. Mm-hmm.

5 Q. And so was that addressed towards that
6 issue?

7 A. I cannot answer for those people.

8 Q. Okay. Well, in terms of what was
9 represented to them --

10 A. I can't answer for them. I can only
11 answer for myself.

12 Q. Okay. What about the differences in
13 terms of any other benefit or compensation, do you
14 have an understanding as to whether or not it
15 addressed those issues?

16 A. Basically the one was a medical --

17 Q. Okay.

18 A. -- and the vision plan was one. That
19 was going to help, and plus the -- there was -- if
20 there was a question on changing doctors 'cause --
21 you know, we was going under a different plan and
22 also a dentist.

23 Q. Okay. And, again, this was your
24 understanding from this meeting on May 27th of

1 1999?

2 A. When the benefits were totally -- in
3 the May -- the first meeting, we were told we'd
4 receive a bonus.

5 Q. Okay.

6 A. Not how much, nothing like that. And
7 basically was sort of generalized it that it was
8 going to cover some of the losses that we were
9 going to receive as becoming a ZF employee.

10 Q. And this was --

11 A. First meeting.

12 Q. -- the first meeting there in the
13 first part of May?

14 A. Yeah, a general meeting.

15 Q. Okay. Because you -- it had become
16 pretty obvious then that things were going to be
17 different and you were going to suffer a change,
18 and perhaps a detriment, in terms of your overall
19 compensation?

20 A. In the terms of medical, there were
21 going to be some changes, yes.

22 Q. Okay. Mr. Crump, we've given you
23 Exhibit Number 112 and I would ask that you take a
24 moment to review that document.

1 A. I'm familiar with the document.

2 Q. Okay. And that's your -- the
3 application that you had signed and gave to ZF
4 Batavia?

5 A. That's correct.

6 Q. And that's your signature that appears
7 three times on the second page of Exhibit 112?

8 A. That's correct.

9 Q. Okay. And you read that document
10 before you signed it?

11 A. Yes.

12 Q. Okay. You think you understood that
13 document?

14 A. Yes.

15 Q. I've obviously at this point spoken
16 with a number of the Ford transitional employees
17 and understand that there are some issues with
18 those employees as to certain representations,
19 promises, commitments, whatever you want to call
20 them, that they feel were made to them and not
21 followed through on by ZF Batavia.

22 Do you believe that to be the case,
23 that ZF Batavia has not followed through on certain
24 commitments or promises to you?

1 A. I feel that the agreement that I came
2 under as a transitional employee, some of it has
3 not been followed through, yes.

4 Q. Okay. Can you just run me through
5 what those issues would be?

6 A. I can recall two; one is overtime.

7 Q. Okay.

8 A. And the other one that really stands
9 out is the profit sharing -- or the AIP.

10 Q. Okay.

11 A. But they're -- and those are the two
12 that really stand out.

13 Q. Okay. Let's talk about overtime.
14 What's the -- what hasn't Batavia done that you
15 believe it should have with respect to overtime?

16 A. Year 2001 -- let me get my thoughts
17 clear about it. I don't want to get my years mixed
18 up here. I work so much, I -- yes, year 2001. I
19 did not -- we were told that -- gosh, there was so
20 much that happened.

21 Q. Let me see if I can help you a little,
22 but I don't want to put words in your mouth. But
23 are you --

24 A. No, I appreciate the help.

1 Q. Are you one of the employees that
2 worked weekends, like three weekends and didn't get
3 paid?

4 A. That's correct.

5 Q. Okay. Because I've asked who was
6 involved --

7 A. Yes.

8 Q. -- in that and nobody can --

9 A. I was one of them.

10 Q. If they didn't get paid, they could
11 tell me, but they can't tell me who else. All
12 right. So you're one of those folks?

13 A. That's correct.

14 Q. And, as I understand it, there were
15 three weekends, and you may have worked one or two
16 shifts on those weekends on scheduled overtime; you
17 just didn't get paid for that overtime?

18 A. That's correct.

19 Q. Okay.

20 A. That was year 2002. I'm sorry. That
21 was last year. Let me think. There was two things
22 that happened. One thing happened in 2001; one
23 happened in 2002.

24 Q. Okay. Because I thought that I had

1 been told before that was 2001, but all right.

2 A. My mind, like I said, my memory is --

3 MR. SIMON: I won't chime in. Go

4 ahead.

5 A. My memory, sometimes I get things
6 confused.

7 Q. All right. But let's do this.

8 There's three weekends. Now, do you remember how
9 many shifts you worked?

10 A. I worked Saturday and Sunday, day
11 shift.

12 Q. So you worked six days or -- well, six
13 days, six shifts and were unpaid?

14 A. That's correct, plus during the week.

15 Q. So you had -- during this same time
16 period, you had weekly overtime, I guess? I don't
17 know --

18 A. That's correct.

19 Q. -- what else to call it --

20 A. Sorry.

21 Q. -- that was unpaid?

22 A. That's correct.

23 Q. All right. So there were three

24 weekend shifts and then three weeks of overtime

1 that as well was not paid?

2 A. There was -- at that time, all
3 overtime was not being paid, whether it was weekend
4 or weekly.

5 Q. Okay. You supplied your attorney with
6 certain documents, time slips, things like that.
7 Are those -- are those pay periods included in
8 those documents that you gave to your attorney?

9 A. Yes.

10 MR. HUNTER: All right. Well, let's
11 see. And I -- let's go off the record for one
12 second here.

13 (Off the record: 3:05 p.m. - 3:09 p.m.)

14 Q. We've had a short discussion off the
15 record and have discussed Bates stamped documents
16 001901, 001904 and 001903, which I believe are
17 documents supplied by plaintiffs, as they are
18 salaried time statements for Mr. Crump.

19 And as I understand it, Mr. Crump,
20 these three documents that we referenced are your
21 salaried time statements for the periods ending
22 4/15/2002, 4/30/2002 and 5/15/2002, correct?

23 A. That's correct.

24 Q. Okay. And as I further understand

1 these documents, the hours reflected in there as
2 actual starting time and actually quitting time are
3 the actual hours you worked?

4 A. Correct.

5 Q. And if the -- if it's blank in terms
6 of the compensable overtime column, that's not
7 because you didn't work the overtime. That's
8 because you weren't permitted to be paid for that
9 overtime?

10 A. That's correct.

11 Q. Okay. And I see, for example, now in
12 document 1904 for the entry Saturday, April 13th,
13 there is compensable overtime of eight hours?

14 A. That was our last Saturday to work --

15 Q. Okay.

16 A. -- and get paid for overtime. The no
17 pay started April the 15th.

18 Q. Okay. And then I see, for example, in
19 document 1901 a Saturday and Sunday, May 11 and
20 12th, again, eight hours of pay in there. So
21 apparently you were paid for that overtime there in
22 May?

23 A. We were told that Friday, if my memory
24 recalls, that we were being given enough money in

1 maintenance budget to cover us to be paid on those
2 two days, yes.

3 Q. And then after May 15th, 2002 --

4 A. It was a weekend-to-weekend basis. If
5 we had money in our budget, if we was going to be
6 allowed to have money in our budget, we would be
7 told to put it on our overtime on a Friday.

8 Q. Okay. And just so that I understand,
9 are there any other overtime, whether weekend or
10 otherwise that you have worked, but not been paid
11 for, other than what is represented in these three
12 pages?

13 A. Yes.

14 Q. Okay.

15 A. When overtime was restarted, I was
16 allowed to put down eight hours for Saturday and
17 eight hours for Sunday. Daily overtime would not
18 be paid.

19 Q. And how long did that continue where
20 the daily overtime was not paid?

21 A. Still continues.

22 Q. I guess I don't -- I don't understand
23 that. You currently receive no overtime
24 compensation, except for Saturdays and Sundays

1 worked?

2 A. The only time that I would ever get
3 any overtime, if I would be -- say, have a
4 supervisor who is off on third shift and have to
5 stay four hours over for him, I would get three
6 hours of pay for that.

7 Q. Okay.

8 A. Not four, but three because of the --
9 the rule says I have to work at least two hours
10 before I get an hour of overtime and that my boss
11 has never come back and changed that rule.

12 Q. Who's your boss right now?

13 A. Milt Gross. And he has never
14 corrected any of my time sheets or given me any
15 extra hours for my overtime.

16 Q. You've included in your
17 interrogatories a loss estimate of about \$27,000.

18 A. That's correct.

19 Q. Okay. What does that loss relate to?

20 A. Like -- like my statement says, it's
21 the loss of the overtime that I have not been paid
22 and the one AIP bonus that I did not receive.

23 Q. Okay. I want to come back to the AIP
24 thing in a minute. Still want to make sure I

1 understand the overtime.

2 At some point at ZF Batavia, you were
3 being paid what I'll all daily overtime?

4 A. That's correct.

5 Q. Okay. And apparently that changed in
6 April of 2002?

7 A. That's correct.

8 Q. Okay. Prior to April of 2002, do you
9 believe you were paid properly for the overtime
10 that you had worked prior to that date?

11 A. No.

12 Q. Okay. What was improper prior to
13 April of 2002?

14 A. The one-hour rule that we have to work
15 one hour of overtime -- I mean -- sorry. Two hours
16 of overtime before we can get one hour of pay. Not
17 one hour and 59 minutes, two hours.

18 Q. Okay. And what was inappropriate
19 about that?

20 A. That sometimes, especially if you had
21 to stay over for certain individual who was off at
22 the time and you have to cover him, no matter if
23 you come in at 3:00 in the morning or stay over
24 till 7:30 at night, you only get three hours' pay.

1 And he -- he working four hours for
2 this individual who's a supervisor and because I'm
3 an MPS, does not mean I don't take a supervisor's
4 place when he's off 'cause I do. I still only get
5 three hours' pay.

6 Q. You got to help me with that part.

7 A. Okay.

8 Q. So you've got -- you've explained that
9 you've got a situation where you stay over because
10 what, somebody else --

11 A. Is absent --

12 Q. -- is absent?

13 A. -- on vacation or absent.

14 Q. Okay. And so from your normal shift,
15 you would stay over --

16 A. Four hours to cover half of his shift.

17 Q. To cover half of his shift and
18 apparently somebody that comes on after you would
19 cover the other half?

20 A. That's correct.

21 Q. They would come in early or whatever?

22 A. That's correct.

23 Q. All right. And you believe that you
24 should be paid four hours of overtime for covering

1 his shift?

2 A. That's correct.

3 Q. And why do you believe that?

4 A. He would have been paid eight hours
5 and I think the people who takes his place, not
6 necessarily me, but anybody should get the eight
7 hours.

8 Q. Okay. All right. Any other issues
9 with overtime?

10 A. I think sometimes that the one-hour
11 rule is basically not fair because you have
12 meetings, et cetera, that you have to stay over
13 for, school or some kind of a training. And it's
14 not necessarily -- I think you're getting -- you
15 should be paid for -- for work rendered.

16 Q. Okay. And you just -- your opinion --
17 to paraphrase, you just think that's unfair that
18 you're not being compensated for that?

19 A. If you're asked to stay, I think you
20 should be paid.

21 Q. Okay. Any other issues with respect
22 to overtime?

23 A. No.

24 Q. Okay.

1 A. Not at the time, I can't recall any,
2 no.

3 Q. Okay. All right. Now, I told you I'd
4 come back to it. You mentioned there's an issue
5 with your AIP bonus?

6 A. That's correct.

7 Q. Okay. Tell me about that.

8 A. Okay. For the year 2001 --

9 Q. Okay.

10 A. -- we would have gotten a check in
11 2002, April somewhere. I did not receive one.

12 Q. And is there an understanding as to
13 why you didn't receive one?

14 A. Yes, it is.

15 Q. And what's your understanding?

16 A. That I had worked too many hours
17 overtime and that, due to the fact that my overtime
18 hours' pay, overtime pay had exceeded the fair
19 amount -- that they considered a fair amount of
20 pay, that -- that that was compensation enough for
21 an AIP.

22 Q. All right. And who explained that to
23 you?

24 A. Milt Gross.

1 Q. Did anybody else --

2 A. Nope. He's my boss. He's the one
3 that deals with me.

4 Q. Did you follow-up with Mr. Gross' boss
5 about the --

6 A. I talked --

7 Q. -- issue?

8 A. -- to Hassan Saleh --

9 Q. Okay.

10 A. -- and his statement was -- and there
11 was also a notice that -- that this was true. This
12 was not something that was being delivered just to
13 particular individuals. This was giving -- that if
14 your overtime was to a certain amount, you would
15 not receive a bonus.

16 Q. Do you remember what that amount was?

17 A. I do not.

18 Q. Was it a dollar amount or percentage
19 amount?

20 A. It was never given to me in any
21 amount.

22 Q. Okay. And you made comment that there
23 was a notice?

24 A. There was -- again, going back over a

1 year now, but the bonuses would be based on your
2 overtime, yes.

3 Q. Okay. But I asked -- there was like
4 an e-mail or a posting in the plant?

5 A. It was an e-mail.

6 Q. Okay. An e-mail that went to
7 everybody or --

8 A. That, I cannot answer you that on. I
9 do not remember.

10 Q. How much do you think your AIP bonus
11 should have been?

12 A. Based on the overtime that I worked,
13 I'll -- I want to put this on the record. The
14 plant went into plant critical status in 2001.
15 What that means, that you cannot refuse any
16 overtime. You will work Saturday and Sunday. You
17 cannot turn down any overtime.

18 So you have no choice. My bonus was
19 based on the fact that I worked too much overtime.
20 Sorry. I was told to work it.

21 Q. Understood.

22 A. And basically at the time, I thought
23 my bonus should have been around 7,000 to \$8,000 --

24 Q. Okay.

1 A. -- based on the performance.

2 Q. Okay. Is that seven to \$8,000 part of
3 the 27? And I'm sorry. Part of the \$27,000 listed
4 in your answers to interrogatories.

5 MR. SIMON: Note my objection. The
6 interrogatory answers explains that, but go ahead
7 and answer, Jim.

8 A. I'd have to -- I can't recall. I'm
9 sorry. I'd have to get my records out and look
10 because I added all this up.

11 Q. Okay.

12 A. And I'd have to look it up. In my
13 clear memory, that does not include in this.

14 Q. Okay. So it would be appropriate for
15 me to -- your claim is 27,000, plus the seven to
16 eight?

17 A. That's correct --

18 Q. Okay.

19 A. -- based on my memory.

20 Q. Sure.

21 A. Okay.

22 Q. And you made a comment that you have
23 records or something you reviewed to establish
24 that --

1 A. That's right.

2 Q. -- 27,000? Did you give copies of
3 those records to your attorney?

4 A. Yes.

5 Q. Okay. And is that the time sheets
6 that we just kind of looked at before?

7 A. Yes, mm-hmm.

8 Q. All right. Any other issues with AIP?

9 A. No.

10 Q. What we were talking about, I think,
11 was commitments or whatever that ZF Batavia has not
12 followed through on. And as I understand it, we
13 have the overtime issue and I think we talked
14 through all those issues. We have the AIP payment.
15 Is there anything else?

16 A. I didn't think it was fair that this
17 agreement stated -- this agreement that I decided
18 to become a Z -- or a transitional employee went
19 from five to three personal days.

20 Q. And why did you think that was unfair?

21 A. The agreement was five days.

22 Q. Okay.

23 A. This is my agreement that I became a
24 transitional employee. I felt that I was working

1 under this agreement.

2 Q. Okay.

3 A. And they had no right to change that
4 agreement.

5 Q. In Exhibit 2, on the second page, if
6 you look over to the right-hand column --

7 A. Okay.

8 Q. -- down towards the bottom --

9 A. Mm-hmm.

10 Q. -- okay? You see the language in
11 there that says, Plans described here are subject
12 to change?

13 A. That's correct.

14 Q. You understood that the information
15 contained in Exhibit 2 was subject to change,
16 didn't you?

17 A. That's clarified plans. Terms of
18 employment are your salary, which there are
19 personal days, your vacation, your bonuses and your
20 raises.

21 Q. Okay.

22 A. Those are not plans. Plans are your
23 benefits, your -- your 401K, your health benefits,
24 those are plans. To me, anytime it has something

1 to do with my salary, that is terms of employment.

2 Q. Okay. And so you felt that they
3 couldn't change your salary?

4 A. What I'm talking about in changing my
5 salary terms, an agreement is when I came over as a
6 transitional employee, that I would start out as my
7 base pay as the same as Ford with merit increases
8 per year.

9 Q. Okay.

10 A. That's a change in my salary.

11 Q. All right. And so they had the right
12 to change your salary?

13 A. They have a right to give me a merit
14 increase.

15 Q. Okay. Do they have the right to
16 develop the annual incentive plan?

17 MR. SIMON: Note my objection. Both
18 you and Mr. VanWay have used the phrase, they have
19 the right to do this and right to do that. I think
20 that calls for a legal conclusion.

21 So if I could just have a continuing
22 objection to that question, they have a right to do
23 it. Perhaps I'll apply that objection to all the
24 depositions. Go ahead and answer.

1 A. Could you restate your question? I'm
2 sorry.

3 Q. Sure. Do you believe that ZF Batavia
4 has the right to develop or determine its annual
5 incentive plan?

6 MR. SIMON: Same objection.

7 A. Based on company-wide policy,
8 equals -- or would treat all employees the same and
9 give everybody the same, yes.

10 Q. Okay. When you signed on with ZF
11 Batavia, you had reviewed the gray brochure, I
12 think you told me?

13 A. That's correct.

14 Q. Okay. And certainly you understood,
15 then, that from time to time, things could change,
16 in terms of whether you want to call them benefits
17 or the terms of your employment, those things would
18 change from time to time?

19 A. Only thing I understood that could
20 change would be plans. And, again, I state, my
21 salary is not a plan. It's terms of employment.

22 Q. Does the phrase "terms of employment"
23 appear anywhere in the gray brochure?

24 MR. SIMON: Objection. The document

1 speaks for itself.

2 A. It says here salary. Then it goes
3 down below that and it says benefits. Salary is,
4 to me, when I read this, salary is terms of
5 employment. This is what I'm -- now my benefits --

6 MR. SIMON: His question was just
7 whether the words "terms of employment" --

8 THE WITNESS: Okay.

9 MR. SIMON: -- are in the agreement.

10 THE WITNESS: Okay.

11 Q. You can explain --

12 A. No.

13 Q. All right. Then I guess -- and you
14 referred to this thing as -- Exhibit 2 as an
15 agreement or --

16 A. Yes.

17 Q. Okay. When you say agreement, do you
18 mean it's an employment contract, an agreement or
19 what is it?

20 A. The agreement cannot -- this is
21 what -- I will become a transitional employee will
22 be expecting.

23 Q. Okay. And it's your testimony that
24 your anticipation that salary could never change?

1 A. My base salary would never decrease.

2 Q. Okay.

3 A. Only increase through merit raises --

4 Q. Okay.

5 A. -- or through promotion.

6 Q. Okay. Was it your understanding --
7 well, strike that.

8 Is there anything else that you feel
9 Batavia hasn't done, other than the overtime, the
10 personal days and the AIP payment that it was
11 supposed to do?

12 A. At this time, this is the three things
13 that stand out in my mind. I'm sure there's other
14 things here, but I can't -- these are the things
15 that really stick --

16 Q. Okay. When you report your time on
17 your salary time statements, how do you -- is that
18 the minute you walk into the plant? Is that the
19 time the shift is scheduled or how do you report --

20 A. It's recommended we do it every --
21 every day.

22 Q. Okay.

23 A. And we look at our clocks. We have to
24 rate -- we have to clock in --

1 Q. Okay.

2 A. -- our badge in, I'm sorry, and badge
3 out.

4 Q. Okay.

5 A. So basically at that time when we do
6 that, we look at our -- basically two or three
7 minutes here and there. We try to make sure that
8 we're within what time we clock in at.

9 Q. All right. So your time sheets kind
10 of reflect --

11 A. Roughly.

12 Q. -- roughly the time you get into the
13 plant?

14 A. Yes. Not in the plant, basically --
15 okay. That's a fair statement.

16 Q. Because I think the Honeywell readers
17 for the Ford trades are --

18 A. That's a fair -- that's a fair
19 statement. That's within three or four minutes,
20 yes.

21 Q. Okay. And I'm not looking to quibble
22 over minutes --

23 A. Okay.

24 Q. -- just -- and so on your time sheets,

1 how do you account for casual time?

2 A. Casual time is -- is basically I -- I
3 think a half hour a day, 15 minutes prior to and 15
4 minutes after and that's my own general feeling,
5 should be given to get what -- to get your feet on
6 the floor and then to wrap up.

7 Q. Okay. And is casual time somehow
8 reflected on your time sheets?

9 A. The times I start and the times I quit
10 is always -- always reflected on my time cards. In
11 other words, if I get there -- if it says I get
12 there at 6:20, I get there at 6:20. If I leave at
13 5:00 in the evening, I record that at 17:00.

14 Q. Okay. But I guess what I'm try to
15 understand --

16 A. I misunderstand your question, then.

17 Q. No, that's all right. Let's -- as I
18 understand casual time, casual time would be
19 uncompensated for time?

20 A. Unpaid for --

21 Q. Sure.

22 A. -- yes.

23 Q. Okay. And so how does that -- how is
24 that reflected on a James Crump time sheet because

1 I think what you told me was, kind of as you swipe
2 in, you look at your watch and that's the time
3 that's reported in?

4 A. Mm-hmm.

5 Q. And then as you go out, that's the
6 time that's reported out?

7 A. I usually look at my watch before I --
8 when I'm changing my shoes, taking my glasses off
9 and things of that nature.

10 Q. Okay. So if that's the time into the
11 building and basically the time out of the
12 building, how does your time sheet account for the
13 casual time?

14 A. I'm not following your question.

15 Q. Just take a look at exhibit -- or
16 document 901, referred to it before.

17 A. Okay.

18 Q. For example, it says, start time at
19 16:40.

20 A. 06:40, yes.

21 Q. Okay. And that -- 06:40 or is it 16?
22 I apologize. 6:40.

23 A. Right.

24 Q. That's the time you walked into the

1 building, right?

2 A. That's correct.

3 Q. And, for example, in that same entry,
4 what time did you actually leave the building?

5 A. 16:30.

6 Q. Okay. So how was casual time, that --
7 how is that reflected in that document?

8 A. It's -- I worked an hour and 15 -- an
9 hour and 20 minutes more than my eight hours. So I
10 could not write down any time of compensatible
11 (sic) overtime because I have to work at least two
12 hours before I can write down an hour.

13 Q. Okay.

14 A. And I did not work the two hours. I
15 only worked an hour and 20 minutes.

16 Q. Okay. And so, in one sense, would it
17 be safe to say you kind of deducted that in your
18 head because you didn't hit that two-hour threshold
19 or something?

20 A. You got that, yes.

21 Q. Okay. All right. And what about
22 lunch, is there any deduction in the time sheet for
23 that?

24 A. Lunch is a half hour a day, whether

1 you eat or don't.

2 Q. Okay.

3 A. And 90 percent of the time, you don't
4 eat.

5 Q. And, again, there's no -- you don't
6 make any deduction in the time --

7 A. No.

8 Q. -- sheet for that?

9 A. No.

10 Q. All right. I think I asked this, but
11 I want to be clear. Anything else, in terms of
12 issues as to items ZF Batavia has not followed
13 through on?

14 A. I think that one thing that affected
15 me was the death benefits.

16 Q. Okay.

17 A. And I've always had -- you know,
18 because I'm only given one day. In the instance
19 that I've been through, I've had to take vacation
20 or I take a personal day on -- on a bereavement.

21 Q. How many days do you think you lost
22 because of that?

23 A. My mother-in-law passed away this past
24 year. I lost two days.

1 Q. Okay.

2 A. I gave -- I took one day of
3 bereavement, which I was allowed and I ended up
4 taking two personal days.

5 Q. Okay.

6 A. That was in this past year.

7 Q. With respect to the overtime
8 compensation, I understand that -- I think I
9 understand the issues there. Certainly you have
10 always received your salary?

11 A. Sure.

12 Q. And the merit increases?

13 A. That's correct.

14 Q. Okay. And so you're not asserting,
15 are you, that you've ever received less than your
16 full salary?

17 A. On -- now, I'd have to ask you to
18 clarify that.

19 Q. Okay. I'm aware you had a suspension
20 or a disciplinary issue at one point.

21 A. That's correct.

22 Q. Okay. And you -- your salary was
23 affected for that disciplinary --

24 A. That's correct.

1 Q. Other than that, you've not --

2 A. No.

3 Q. -- had any issues with salary?

4 A. No.

5 MR. HUNTER: All right. At this
6 point, I'll turn it over to Mr. VanWay.

7 MR. VANWAY: Let's take a quick five
8 minutes.

9 (Off the record: 3:34 p.m. - 3:45 p.m.)

10 MR. SIMON: Mr. Crump just wanted to
11 clarify some testimony he gave about the May 27th
12 meeting, if he could.

13 MR. VANWAY: Okay. Go ahead.

14 THE WITNESS: We were told -- Mike
15 Warden was there and did some general speaking.
16 I'm not saying he was the key speaker. He was just
17 generalizing some of the stuff that he went -- was
18 going over.

19 MR. HUNTER: Okay.

20 THE WITNESS: And there was, more than
21 likely, several speakers. I just can't recall all
22 of them.

23 MR. HUNTER: Okay.

24 MR. SIMON: That was it. Thank you,

1 Mr. VanWay.

2 MR. VANWAY: That's a good
3 clarification because I was going to have a lot of
4 questions based on that. May not have as many on
5 that now.

6 MR. SIMON: Glad we cleared that up.

7 EXAMINATION

8 BY MR. VANWAY:

9 Q. Afternoon, Mr. Crump.

10 A. Afternoon.

11 Q. My name is Jeff VanWay. I represent
12 Ford in this case. I just have a few questions for
13 you today. I'll try not to repeat the same things
14 you've already testified about. If I do, bear with
15 me. It's not intentional, okay?

16 I want to make sure I understand your
17 testimony as to a few things. First of all, other
18 than what you heard at the May 1st, '99 meeting
19 that you attended, and other than what you read in
20 the brochure, which we've marked as Exhibit 2, did
21 you rely on anything else when you made your
22 decision to accept employment with ZF Batavia?

23 A. Decision to join or become a
24 transitional employer with Ford -- or I mean for

1 ZF --

2 Q. Yes.

3 A. -- was based on a lot of things. One
4 was Exhibit 2; one was talking and going to the
5 meeting, talking --

6 Q. The May 1st meeting?

7 A. May 1st meeting --

8 Q. Okay.

9 A. -- talking to my family and -- and
10 understanding that -- that I was going to be
11 employed at ZF or as a transitional employee in the
12 same maintenance and other things. Those was most
13 of the main factors that made my mind up to become
14 ZF.

15 Q. Okay. And I'm just asking if there
16 were any other factors. And if there weren't,
17 that's fine. You said those were most of the main
18 factors. I'm wondering if there were any others?

19 A. I can't recall others.

20 Q. Okay. Now -- and I know you clarified
21 this before we got started. With respect to the
22 May 27, '99 meeting, was Mike Warden a presenter at
23 all or did he just take questions maybe at the end?

24 A. I -- I wish I could really answer your

1 question because -- but, yeah, he was there and
2 speaking. He did answer some questions. I -- I
3 don't recall if he started out the meeting by
4 introducing people. I'm not really -- I can't
5 really clarify that for you.

6 Q. Okay. Do you know whether Mike Warden
7 was the person who spoke about overtime?

8 A. I cannot answer that.

9 Q. Or do you know whether Mike Warden is
10 the person that spoke on personal days?

11 A. There was people at this meeting who
12 were specialists in that area and -- and those --
13 it was really -- you know, to recall great details
14 about the meeting, I just really cannot do that.

15 Q. I understand. Profit sharing, do you
16 recall whether that was Mike Warden that
17 spoke about --

18 A. I cannot recall that.

19 Q. Bereavement, do you recall if it was
20 Mike Warden --

21 A. I cannot answer that.

22 Q. -- that -- Okay. Were there slides at
23 this meeting, do you remember?

24 A. Yes, sir.

1 Q. Were copies of those distributed or
2 not, to the best of your memory?

3 A. Best of my memory, there was some
4 handouts, but I don't recall it actually being the
5 slides.

6 Q. Okay. At either the -- well, let me
7 ask you this. In terms of the specific discussion
8 as to what benefits and terms and conditions are
9 going to be at ZF Batavia, the specific discussion
10 was at the May 27th meeting, as opposed to the May
11 1st meeting; is that right?

12 A. The May 1st meeting was mostly a
13 general -- you know, giving us an overall feel of
14 what was taking place, what to expect and May 27th
15 went into more detail.

16 Q. Okay. Was there anything in detail
17 discussed at the May 1st meeting about overtime
18 that you can recall?

19 A. The overtime was stated that it was --
20 that we would be treated on the same scale or the
21 same -- when we transitioned over into ZF, we would
22 receive the same base salary and also our -- our
23 overtime pay would remain the same.

24 Q. That was discussed at the May 1st

1 meeting?

2 A. That was just a general statement,
3 yes.

4 Q. Was there any discussion as to what
5 your overtime would be in the future, say, a year
6 down the road after you became a ZF Batavia --

7 A. We would go --

8 Q. -- employee?

9 A. Basically what we were looking at was
10 the agreement we were starting out with.

11 Q. Yes, Exhibit 2. Now, you didn't have
12 that as of the May 1st meeting, did you?

13 A. No, I did not get that until I got my
14 letter.

15 Q. Okay. So at the May 1st meeting, was
16 there anything discussed at all about future
17 overtime?

18 A. We were just having a general meeting
19 of -- an overall layout of what we were going to
20 expect from ZF, to get a feel to -- and to let us
21 know what was actually taking place. Details was
22 not discussed at that meeting.

23 Q. Okay. What about in terms of profit
24 sharing, at this May 1st meeting, was there any

1 specific discussion as to what the profit sharing
2 formula was --

3 A. All we were told --

4 Q. -- going to be?

5 A. -- and best of my memory was that
6 there was a profit sharing plan.

7 Q. Okay. Personal days, was there any
8 specific --

9 A. They --

10 Q. And I don't mean to be rude.

11 A. No.

12 Q. I just need to get my question out
13 before you answer so the court reporter can get it
14 all down.

15 MR. SIMON: Jim, just wait for him --

16 THE WITNESS: Okay.

17 MR. SIMON: -- to finish his question
18 before you answer.

19 THE WITNESS: Okay.

20 MR. SIMON: Thanks.

21 BY MR. VANWAY:

22 Q. With respect to personal days, do you
23 remember at the May 1st meeting there being any
24 discussion about personal days at all?

1 A. No.

2 Q. Okay. Bereavement leave, was that
3 discussed at all at the May 1st meeting?

4 A. No details.

5 Q. Okay. You say "no details." Was it
6 even brought up?

7 A. Yes. There would be bereavement;
8 there would be personal days. No details.

9 Q. No details as to how many days?

10 A. No.

11 Q. Okay. At either the May 1st meeting
12 or the May 27th meeting, was there any discussion
13 as to what your salary would be in the future after
14 you accepted employment with ZF Batavia?

15 A. Base salary, we would transition to ZF
16 Batavia under base salary, what we were at at the
17 time.

18 Q. Your starting salary would --

19 A. Starting salary --

20 Q. -- be what it was at Ford?

21 A. Yes. And --

22 Q. Was there any discussion as to what
23 your salary would be in later years with ZF
24 Batavia?

1 A. Based on merit raises, it would go up.

2 Q. Okay. So whatever the merit program
3 that was going to be designed was, then that's --
4 that would affect your base salary?

5 A. Yes.

6 Q. Okay. And there wasn't any specific
7 discussion at either of those meetings, was there,
8 as to what the merit program -- what the specifics
9 of the merit program were going to be?

10 A. There was basically one statement and
11 that was that your personal performance review
12 would affect your merit raise.

13 Q. Okay. There wasn't any talk about it
14 will be one percent, 10 percent, somewhere --

15 A. No specific amounts.

16 Q. All right. Now, I know you and
17 Mr. Hunter discussed this earlier and I'll try not
18 to go back through that testimony. With respect to
19 vacation, you got grandfathered with the fifth
20 week, I understand?

21 A. Yes.

22 Q. So to get that fifth week, you don't
23 have to buy or sell any days; you just
24 automatically get it?

1 A. That's correct.

2 Q. Okay. And that's different than
3 Exhibit 2, right? Strike that. The document will
4 speak for itself.

5 Now, you said -- I believe you
6 testified that while you were at Ford, they made a
7 change in the profit sharing and made the profit
8 sharing more plant specific, as opposed to
9 company-wide?

10 A. Yeah, back in '99, '98, somewhere in
11 that -- they were speaking of making it more where
12 your plant would have more of a affect on your
13 profit sharing than it have, say, for instance, a
14 flat overall North America base. And your plant
15 would reflect somewhat of your -- of your profit
16 sharing and that's --

17 Q. Okay. And I assume, then, that that,
18 depending on which plant you were at, could either
19 be a positive or a negative if you were --

20 A. That's correct.

21 Q. -- a high performing plant, positive;
22 low-performing plant, a negative?

23 A. That's correct.

24 Q. Okay. And you don't dispute, do you,

1 that Ford had the ability to make that change to
2 the profit sharing?

3 A. It was a -- a change -- a corporate
4 change or -- came out of Detroit. They were going
5 to affect everybody at Ford Motor Company.

6 Q. They didn't ask your approval to make
7 that change, did they?

8 A. No.

9 Q. They just made the change and told you
10 what it was?

11 A. That's correct.

12 Q. Okay. And that, by the way, that's
13 how things operated at Ford when you were there,
14 right? If they were going to make a change in
15 benefits, they would make the change and then tell
16 you what it was?

17 A. Yes.

18 Q. They wouldn't ask you if it were okay
19 with you or ask for your approval?

20 A. Right.

21 Q. Same thing with respect to your
22 compensation. If they were going to make a change
23 to your compensation, they would do it and tell you
24 what it was?

1 A. That's correct.

2 Q. Okay. And, again, they wouldn't ask
3 your approval?

4 A. Yes.

5 Q. Now, you testified right at the tail
6 end of Mr. Hunter's questioning about a suspension
7 that you received at ZF Batavia?

8 A. That's true.

9 Q. And that cost you one week's pay?

10 A. Two instances.

11 Q. So you've been suspended twice?

12 A. That's correct.

13 Q. Okay. Each time, was it for one
14 week's pay?

15 A. One week and two weeks.

16 Q. Okay. So a total of three weeks --

17 A. That's correct.

18 Q. -- unpaid?

19 A. That's correct.

20 Q. And when the folks at ZF Batavia had
21 suspended you on those two occasions, they didn't
22 ask you if that was all right with you, did they?

23 A. They asked me, but it didn't make any
24 difference.

1 Q. I mean, they took pay from you without
2 regard to whether you wanted them to or not?

3 A. One was with Ford and one was with ZF.

4 Q. Okay. With Ford, was it a one week or
5 a two week?

6 A. Ford was one week.

7 Q. Okay. And when Ford suspended you for
8 that one week, they didn't ask you, is it okay if
9 we take a week's pay from you, did they?

10 A. In -- no.

11 Q. They just took it, right?

12 A. That's correct.

13 Q. Okay. And a week's pay, that's a term
14 of employment, isn't it?

15 MR. SIMON: Objection to the extent
16 the question calls for a legal conclusion. You can
17 answer, Jim.

18 A. Disciplinary is -- yes, disciplinary
19 is the effect -- you're supposed to be to where you
20 are disciplined. And what that means is that is
21 taking away your money.

22 Q. And I'm not trying to get you to -- to
23 draw any legal conclusions. You testified
24 earlier -- you made a distinction between terms of

1 employment, I believe you called them and benefits.

2 A. Sure.

3 Q. And you'd agree with me that when your
4 employer takes a week's pay from you, they're
5 affecting a term of employment, as you understand
6 that term to mean?

7 A. That's correct.

8 Q. Okay. Now, the date on your offer
9 letter, which is Exhibit 111, is May 17th and then
10 you signed it on May 25th.

11 A. That's correct.

12 Q. Do you know what date you actually
13 received the letter?

14 A. No, I do not recall.

15 Q. Did you sign it the same day you
16 received it?

17 A. No.

18 Q. Took it home and spoke to your family
19 about it?

20 A. That's correct.

21 Q. Did you come back, then, the next day
22 and accept?

23 A. I don't recall.

24 Q. Do you have any idea how much time

1 elapsed between the time you got the letter and the
2 time you accepted it?

3 A. I only had eight days, so I had
4 exactly -- the time I -- the date of this letter
5 and the date I signed it is eight days. So I
6 had -- apparently if I received it -- I don't know
7 what day I received this letter on, but I
8 apparently didn't receive it on the 17th. Probably
9 was the day after. But I -- I don't recall how
10 long it took me to make that decision.

11 Q. But by the time you received the offer
12 letter, was your mind already made up --

13 A. No --

14 Q. -- that you were going to accept?

15 A. -- because then I received this also.

16 Q. Oh, so you didn't have --

17 A. No.

18 Q. -- Exhibit 2 till you got the offer?

19 A. That's correct.

20 Q. Okay. I believe you testified that
21 during the May 1st meeting, you were told in sort
22 of general terms that the transition bonus would
23 cover losses and benefits that you were going to
24 suffer?

1 A. That's correct.

2 Q. And you never got any clarification at
3 that time, at least, as to what those losses were?

4 A. That's correct.

5 Q. Okay. And by the time you accepted
6 the offer on May 25th, had you been told what the
7 losses and benefits were?

8 A. I was understanding when I signed
9 the -- when I signed this, that this bonus was
10 explained to me that it was to compensate for some
11 of the medical benefits that was going to be
12 missing, which was, like I testified before, was
13 eyeglasses in particular. Some of the dental plan
14 was different and some of the medical benefit was
15 going to be different.

16 And the fact is now, we were going to
17 be told what doctor we could go to. With Ford, we
18 had -- we could go -- in our dental -- in our
19 dental and our medical benefit with Ford, we had --
20 we could go to our own doctor and our own -- the
21 plan I had -- I'm sorry. There was several plans
22 at Ford. I'll clarify that for the record. But
23 the plan that I took at Ford gave me the option to
24 choose my doctor.

1 The plan with ZF says no. Here's
2 the -- here's the plan. You can either choose --
3 you know, this -- this doctor, these doctors or
4 these dentists. And I was supposed to understand
5 that they were going to compensate me for some of
6 those.

7 Q. And did someone specifically tell you
8 that that's what the transition bonus was for, or
9 is that just the understanding that you reached?

10 A. I was told that that was part of
11 the -- part of the difference.

12 Q. Who told you that?

13 A. I was in the meeting with -- at the
14 time and my best recollection when I signed this,
15 Mike Warden was.

16 Q. He told you that was part of what --

17 A. Part of it, the slim part of it.

18 Q. Okay. Did he explain what the greater
19 part of it was?

20 A. I don't recollect at that meeting.

21 Q. At any other meeting, did anyone
22 explain what the greater part was?

23 A. No.

24 Q. I take it you didn't go in and ask

1 anybody?

2 A. (Witness nodded.)

3 Q. I know you answered. I just need you
4 to answer out loud so the court reporter can record
5 it.

6 A. I'm sorry.

7 Q. I think your answer was no?

8 A. No.

9 Q. Okay. Thank you. You testified a
10 little bit about a time where the Batavia plant was
11 in a critical status mode?

12 A. Repeat that. I'm sorry.

13 Q. I think you said something about
14 Batavia plant was in a critical --

15 A. Oh, I'm sorry, yes.

16 Q. -- critical status?

17 A. We had -- we were on the verge of
18 shutting down Kansas City, due to lack of
19 transmissions. So we went into a critical status,
20 and at that time means we were working seven days a
21 week. There was no refusal of overtime.

22 Q. That term, "critical status mode" or
23 "critical status," had that been used at Ford when
24 you worked there?

1 A. I never fell into that, but that
2 was -- that was with Ford. Not necessarily under
3 those terms, but what -- Ford didn't call it a
4 plant critical status. They called it a -- I don't
5 recall what they called it. But if in case you
6 would get ready to shut down an assembly plant
7 with -- and you was a vendor of transmissions or
8 with engines or whatever component they need, you
9 were expected to work.

10 Q. Did that ever happen to you when you
11 were a Ford employee, that you were told you
12 couldn't refuse overtime?

13 A. No.

14 Q. You testified about the change in
15 personal days. And I wrote down that you said they
16 had no right to change the agreement. Who is it --
17 who's the "they" who changed the agreement with
18 respect to personal days?

19 A. ZF.

20 Q. Now, while you were with Ford during
21 the time you were a salaried employee, was it your
22 understanding that your terms of employment were
23 subject to change?

24 A. My terms of employment, which is my

1 salary, my raises and my bonuses were not subject
2 to change.

3 Q. So if I understand you, then, if Ford,
4 for example, had decided that they were going to
5 cut your salary, they wouldn't have been able to do
6 that?

7 A. No.

8 Q. Or if they decided that they weren't
9 going to pay for overtime any more, they wouldn't
10 have been able to do that?

11 A. They would have had to have been --
12 let me think. In my recollection -- recalling
13 since I been salary since '83, Ford never has done
14 that.

15 Q. No, I understand. I'm asking, was it
16 your impression that they couldn't do that unless
17 you agreed to it?

18 A. Under the agreement I came under with
19 Ford, yes, they could do that.

20 Q. Did you, as a salaried employee with
21 Ford, did you have a written employment agreement?

22 A. We had when we -- when we signed up or
23 signed our -- our -- to become salary, we were --
24 had an agreement of -- of employment. It was in

1 the matrix -- or I call matrix of employment. This
2 is what you will -- are expected to do with your
3 job and this is what the company is providing you
4 to be an employee of Ford Motor Company.

5 Q. Is this a written document you're
6 referring to?

7 A. Yes.

8 Q. And this is something you received
9 when you were first brought on as a salaried --

10 A. That's correct.

11 Q. -- employee? And it told you what
12 your salary was going to be?

13 A. No. Your salary was based upon
14 your -- you know, when you get hired anywhere,
15 you're given a base salary. And that base salary
16 is based upon the position you -- you hire in on
17 and I was given a base salary upon the position
18 I --

19 Q. Okay.

20 A. -- accepted with Ford Motor Company.

21 Q. And then what did this document say,
22 with respect to your terms of employment?

23 A. You was entitled health benefits and
24 you were going to be given -- you know, certain

1 provisions -- you know, health benefits. You're
2 going to give vision, dental. You had a cost of
3 living or you had a -- your salary is going to be
4 every two -- twice a month. You know, just the
5 general terms of -- not general terms, but terms of
6 employment.

7 Q. Do you still have that document, by
8 the way?

9 A. I don't think so.

10 Q. Now, you testified about Exhibit 2 and
11 about your understanding that the only things that
12 were subject to change were those things that you
13 believe were benefit plans. You remember that
14 testimony --

15 A. Yes.

16 Q. -- with Mr. Hunter?

17 A. Mm-hmm, yes.

18 Q. At the time that you first reviewed
19 Exhibit 2, you didn't have any understanding
20 whatsoever as to what the subject to change
21 language meant, did you?

22 A. Yes, I did. And --

23 Q. The first time you read it?

24 A. When I read this the first time, I

1 understood that plans described here are subject to
2 change. "Plans," in my term, again, is -- salary
3 is not a plan. It's terms of the agreement. You
4 know, that's your terms of employment. Plans, to
5 me, are your medical, savings plans and -- and
6 those terms.

7 Q. What about AIP, is that a plan?

8 A. AIP is a plan.

9 Q. So that would be subject to change?

10 A. That's correct.

11 Q. Okay. Now, Mr. Crump, you've been
12 handed Exhibit 113, which I will acknowledge is a
13 copy of a document that's very hard to read.

14 A. Right.

15 Q. At the bottom of that document, it
16 appears to have your signature on it. Is that your
17 signature?

18 A. Yes, it is.

19 Q. Okay. And I will submit to you that
20 this is a document that was produced in this case
21 by Ford as a part of your personnel file. Do you
22 have any reason to dispute that you signed this
23 document when you worked for Ford?

24 A. No.

1 Q. Okay. And I understand that you can't
2 read the copy I have now. I assume, though, at the
3 time you signed this, you could read what it said?

4 A. Correct.

5 Q. You wouldn't have signed it if you
6 couldn't read it?

7 A. That's correct.

8 Q. Okay. And I'm going to show you what
9 was previously marked as Exhibit 97 in Mr. Pearce's
10 deposition and that appears -- the text, at least,
11 of the part on Exhibit 113 that says "Employment
12 Agreement" appears to be the same in Exhibit 97 and
13 Exhibit 113.

14 As you look at Exhibit 97, is it your
15 understanding that that's the language that you
16 signed?

17 A. I -- I really, be honest with you, I
18 can't say yes to that because I cannot -- I cannot
19 read this one. And to compare the two, I can't do
20 that.

21 Q. Okay. Fair enough. I'll take 97
22 back.

23 A. Okay.

24 Q. Thank you. Now, Mr. Crump, Exhibit

1 114 appears to be the application for salaried
2 employment that you completed with Ford back in
3 1983. Do you agree with me that's what that
4 document is?

5 A. That's correct.

6 Q. And on the second page of this
7 document, is that your signature that appears at
8 the bottom there?

9 A. That's correct.

10 Q. This one we can read, right?

11 A. That's correct.

12 Q. Okay. Do you recall during the time
13 you were -- and I'm finished with that exhibit,
14 unless you need it.

15 A. Oh, okay.

16 Q. That was my only question.

17 A. Okay.

18 Q. Do you recall that during the time you
19 were employed with Ford, there being years when you
20 didn't receive profit sharing?

21 A. I do not recall that.

22 Q. Okay. Is it possible that that
23 happened and you just don't recall it?

24 A. Yes.

1 Q. And you understood that while you were
2 with Ford, there was no guarantee that you'd
3 receive a profit sharing every year?

4 A. There was no guarantee, no.

5 Q. During the time that you were with
6 Ford, do you recall Ford ever changing the way it
7 paid overtime?

8 A. The only time it affected me -- and,
9 again, it was still the company policy that you had
10 a base. If you were at that certain -- at that one
11 line, you were paid time and a half. If you
12 exceeded that base, then you would become what you
13 call -- you just get a certain amount.

14 Q. You got a flat rate?

15 A. Flat rate, I'm sorry. Yes.

16 Q. And did you exceed that rate?

17 A. Yes.

18 Q. Okay. And so you got a flat rate
19 instead of time and a half?

20 A. Yes.

21 Q. And was the flat rate less than what
22 time and a half would have been?

23 A. It was comparable to time -- and just
24 a touch under, not quite time and a half.

1 Q. Okay. And when Ford made that change,
2 they made it, then told you about the change,
3 right?

4 A. No. Ford Motor Company did not make
5 that change. That was the -- that was the --
6 always the agreement with Ford Motor Company, that
7 if you had a certain base and you maintained that
8 base, you would get time and a half. If you
9 exceeded that base -- in other words, as you --
10 your years went along and you increased your salary
11 and you went above that base, then you would get
12 just flat rate.

13 Q. So if I understand you, then, the
14 change occurred when your salary --

15 A. That's correct.

16 Q. -- went up and you were above the
17 base?

18 A. That's correct.

19 Q. Gotcha. Okay. Do you recall at any
20 time while you were with Ford, Ford changing from
21 paying overtime to giving comp time?

22 A. Not at Batavia. No, I don't recall
23 that at all.

24 Q. And you understand what I mean by comp

1 time and --

2 A. Yes.

3 Q. -- time off --

4 A. You would get paid -- if you worked
5 Saturday, you would get a day off later on.

6 Q. Right, okay. Okay. Now, as I
7 understood your testimony, there are essentially, I
8 believe, four promises or representations that you
9 made -- you believe were made to you that hadn't
10 been fulfilled. One is the overtime; one is profit
11 sharing or AIP; one is personal days and one is
12 bereavement leave.

13 Other than those four, any other
14 representations or promises that you believe were
15 made that haven't been fulfilled?

16 A. At this time, those are the four that
17 really stand out in my mind, and I just right now
18 cannot recall any others.

19 Q. Okay. As we go through the deposition
20 today, if you recall any others, will you let me or
21 Mr. Hunter know that?

22 A. Yes, I would.

23 Q. Okay. With respect to each of those
24 four, then, overtime, bonus, AIP, personal days and

1 bereavement leave, are you aware of Ford being
2 involved at all in making the changes to those
3 policies?

4 A. I feel Ford has certain control of
5 Batavia.

6 Q. Why do you say that?

7 A. Because of all the training, all of
8 our policies are based on Ford policies. We're
9 under the -- the training we go through has to be
10 approved by Ford because the -- diversity training,
11 for instance, one is one, which it's a mandatory
12 training. It's a Ford program. Ford approved our
13 quality program and several others. Numerous ones.
14 All the programs are Ford -- total preventive
15 maintenance is a Ford program. This is all
16 training -- we was all trained under the Ford
17 policy.

18 Q. Okay. Now, with respect to these
19 programs that you said were Ford programs, I think
20 you named three, the diversity training, the
21 quality program and the total preventive
22 maintenance. Were these programs that were Ford
23 programs before ZF Batavia existed and then ZF
24 Batavia brought those programs over, or are those

1 new programs?

2 A. These are programs that existed before
3 ZF Batavia. And Ford has told ZF this is the
4 program that I want you to go by.

5 Q. Okay. And how do you know that Ford
6 had told ZF Batavia that they --

7 A. Because they were told to us in the
8 class when we go to take our training.

9 Q. Again, you just need to let me -- let
10 me --

11 A. I'm sorry.

12 Q. -- finish -- finish my question.

13 A. I'm sorry.

14 Q. You were told --

15 A. I'm excited.

16 Q. That's okay. You were told this in a
17 class that Ford said ZF Batavia must implement
18 these programs?

19 A. That's correct.

20 Q. And who told you that?

21 A. Trainer.

22 Q. Was that trainer someone from ZF or
23 someone from Ford?

24 A. Let me think a second. The last class

1 I had was is he -- was a Ford employee who was a
2 pipe fitter, who is -- who is conducting the class
3 and also a job setter. She was a -- also a Ford
4 employee.

5 Q. Okay. Now --

6 A. That was on the diversity class.

7 Q. The diversity class, who is that class
8 being taught to, salaried employees or hourly
9 employees?

10 A. Both.

11 Q. Okay. Were you there as a participant
12 or --

13 A. I was --

14 Q. -- as an --

15 A. -- mandatory. I had to go.

16 Q. Okay. You had to go. And were there
17 hourly employees in the training as well?

18 A. That's correct.

19 Q. And who was the presenter of the
20 program?

21 A. Presenter of the program? You mean --
22 clarify that.

23 Q. Who was the speaker?

24 A. Speaker was Jerry Phillips, the pipe

1 fitter, and Donna Swope Johnson. Donna Swope
2 Johnson.

3 Q. Who is Donna Swope Johnson?

4 A. She is the -- she's a machine operator
5 at Ford or ZF, sorry.

6 Q. And these two persons, Mr. Phillips
7 and Ms. Swope Johnson were talking about diversity?

8 A. Yes. They were our -- yes.

9 Q. And I'm sorry. I know you just told
10 me this. Ms. Swope Johnson, what's her job again?

11 A. She's a machine operator.

12 Q. Are both of these individuals hourly
13 employees?

14 A. Yes.

15 Q. Were there any other presenters or
16 those were the only two?

17 A. Dick Newark came in and gave a small
18 speech about diversity and some of the programs,
19 which were videotapes, were done in -- and through
20 the Ford and through the UAW International
21 safety -- I mean, not safety, but out of Detroit --
22 Dearborn.

23 And there was some union
24 representation there to understand that this was

1 going to be implemented through -- through both --
2 you know, through the union and through the
3 company.

4 Q. Okay. Now, the quality program that
5 you spoke of, who was the presenter for the
6 quality --

7 A. I don't recall that.

8 Q. Was it -- do you know, was it a Ford
9 person or a ZF person?

10 A. I -- I -- if -- there was several
11 quality programs. The ones that I recall was Pam
12 Blanco and she is a ZF employee.

13 Q. Right. And at this meeting, someone
14 said Ford wants us to put this quality program in?

15 A. Yes.

16 Q. And the program, I take it, has
17 something to do with the quality of the
18 transmissions --

19 A. That's correct.

20 Q. -- that you're producing for Ford?

21 A. Yes.

22 Q. Okay. So, in this case, then, the
23 customer has said we want you to meet certain
24 quality standards on the products that you're

1 selling to us?

2 A. That could be a true -- true
3 statement.

4 Q. Okay. Now, total preventative
5 maintenance, who was the presenter for that
6 program?

7 A. That was an outside person. I don't
8 recall the teacher's name.

9 Q. And what, if anything, did this person
10 say in that program that led you to believe that --

11 A. They wanted to have --

12 Q. -- Ford was behind the program?

13 A. Okay. I'm sorry. They wanted to have
14 the program under the same as Ford, Ford program.
15 They call it Ford total preventive maintenance.
16 Well, then they dropped was the "F" off of it and
17 went with it, TPM. But they wanted to understand
18 that the policy that Ford had, Ford wanted to make
19 sure we had the same policy.

20 Q. The presenter said that?

21 A. Yes.

22 Q. Okay. And this was a guy that's not
23 affiliated with Ford or --

24 A. He was --

1 Q. -- ZF?

2 A. He was an outside presenter.

3 Q. Okay. Now, you also said that ZF
4 Batavia policies are based on the Ford policies.

5 A. Could you clarify that?

6 Q. Well, sure. You started this by
7 saying that you believe Ford has certain control of
8 the Batavia plant.

9 A. I have --

10 Q. And I believe you said one of the ways
11 you believe that Ford controls the Batavia plant is
12 that the policies at Batavia are the same as Ford
13 policies?

14 A. What I mean by that is that they've
15 got a lot of input. Ford has a lot of input in
16 that plant and I was just giving you examples of
17 how I -- of things that I really know that I can
18 base stuff on, my conclusion on is that they -- the
19 quality issues and some of the other programs that
20 they -- Ford does control or dictate is a better
21 word to say. They dictate the program, safety
22 programs, the other things that goes into that
23 plant and to -- 'cause there is Ford employees in
24 there, hourly employees in there.

1 Q. Right.

2 A. And so they still have a huge
3 influence in that plant and they're -- they're --
4 the board of directors from ZF and from Ford do
5 come in once in awhile --

6 Q. Okay.

7 A. -- to have a meeting.

8 Q. And it's your understanding that Ford
9 exercises a great deal of control over the people
10 that it still employs that happen to be housed out
11 at Batavia, like the hourly employees?

12 A. Yes.

13 Q. Do you have any specific knowledge
14 regarding Ford being involved in the change in the
15 overtime policy that was made at ZF Batavia?

16 A. No.

17 Q. Or any specific knowledge regarding
18 Ford being involved in the AIP change that was made
19 at --

20 A. No.

21 Q. -- Batavia? Any specific knowledge
22 regarding Ford being involved in the personal day
23 change?

24 A. No.

1 Q. Or in the bereavement change?

2 A. No.

3 Q. Who do you currently report to,
4 Mr. Crump?

5 A. Milt Gross, M-I-L-T. Gross,
6 G-R-O-S-S.

7 Q. He's a ZF Batavia employee?

8 A. That's correct.

9 Q. Do you know who he reports to?

10 A. Hassan Saleh.

11 Q. He's also a ZF Batavia employee?

12 A. That's correct.

13 Q. Do you know who Mr. Saleh reports to?

14 A. Yes, Dick Newark.

15 Q. And he's also a ZF Batavia employee,
16 correct?

17 A. That's correct.

18 Q. Do you know who Mr. Newark reports to?

19 A. Yes, Dave Adams.

20 Q. And he's the president of ZF Batavia?

21 A. That's correct.

22 Q. Now, since the time that you left
23 Ford, your wages have gone up every year at ZF
24 Batavia, haven't they?

1 A. Correct.

2 Q. Your base salary has gone up every
3 year, right?

4 A. That's correct.

5 Q. And, in fact, your gross W-2 wages
6 have increased every year as well, haven't they?

7 A. That's correct.

8 Q. Do you know an employee by the name of
9 Eddie Adams?

10 A. Yes, I do.

11 Q. Have you ever spoken to Eddie Adams
12 about any of -- well, about this lawsuit?

13 A. No.

14 Q. Or about any of the claims in this
15 lawsuit?

16 A. No.

17 Q. Have you spoken to Eddie Adams about
18 whether or not Ford, as you've testified, controls
19 the plant?

20 A. No.

21 Q. Eddie Adams has been listed as a
22 potential witness in this case. Are you aware of
23 any potential knowledge that Mr. Adams has that's
24 relevant to this case?

1 A. No.

2 MR. VANWAY: I don't think I have
3 anything else, Mr. Crump. Thank you.

4 MR. HUNTER: I don't think so.

5 THE WITNESS: Okay.

6 MR. SIMON: Let me just leave, let me
7 talk to Mr. Crump, if that that's all right? Off
8 the record.

9 (Off the record: 4:22 p.m. - 4:27 p.m.)

10 MR. VANWAY: Mr. Crump, there's
11 something, I take it, you wanted to add on the
12 record?

13 MR. SIMON: I'll just direct him --
14 there was a question about -- that Jeff had asked
15 about the AIP plan and whether it was subject to
16 change. And I just wanted to give Mr. Crump an
17 opportunity to more fully answer that question,
18 so --

19 THE WITNESS: When I was asked that
20 question, I said, yes, because -- you know, if
21 plant performance deteriorates or if their quality
22 is -- is a problem, it is subject to change for
23 those reasons. That is -- that's a very true
24 statement. Our AIP is based on certain -- meeting

1 certain things. And if those things are not met,
2 then our performance bonus would change.

3 EXAMINATION

4 BY MR. VANWAY:

5 Q. Well, that leads, at least from my
6 side, Mr. Crump, to a brief follow-up. I believe
7 that earlier as we talked about Exhibit 2, you were
8 saying that the understanding you had reached was
9 that those things which were plans were subject to
10 change.

11 And I believe I asked you was the
12 annual incentive plan, the AIP, was that a plan and
13 you said yes. Is your testimony on that point
14 changing or are you still saying that the AIP was a
15 plan?

16 MR. SIMON: Objection as vague and
17 ambiguous. Are you saying that in connection to
18 the sentence there or are you talking about is it a
19 plan generally? I think that might be some of the
20 confusion here.

21 Q. Well, it was your earlier testimony.
22 You differentiated between what you called "plans"
23 and what you called "terms of employment." And I'm
24 asking, then, which category does the AIP fit into?

1 Is it a plan or a term of employment?

2 A. The AIP is a term of employment
3 because the fact is they -- it is based on my --
4 has an affect on my yearly -- you know, pay, my
5 pay. But it -- the definition --

6 Q. Well, I think you've answered my
7 question on that point, Mr. Crump. Now let me
8 direct your attention to Exhibit 2, I guess the
9 second -- the second page here, left-hand side
10 where it says, Annual incentive plan. Do you see
11 where I'm at?

12 A. Yes, I do.

13 Q. I mean, it specifically uses the word
14 "plan," the annual incentive plan. Now that you
15 read that, does that cause you to change your
16 testimony at all as to whether --

17 A. They -- they --

18 Q. Let me, if I can --

19 MR. SIMON: Let him finish his
20 question.

21 Q. Does that cause you to change your
22 testimony at all as to whether the AIP was a plan,
23 given that it has the word "plan" in the title of
24 the benefit?

1 A. The word "plan" here -- the annual
2 incentive plan is based upon certain -- reaching
3 certain criterias before you're given an AI -- a
4 bonus. In that terms, that is a plan. You know,
5 here's your set of conditions you have to meet in
6 order to receive an AIP bonus throughout the plant
7 for every employee. And that would constitute
8 it -- if you wanted to say had conditions, then I
9 would say that's a plan.

10 Q. Okay. It's a plan. Then you would
11 agree with me, wouldn't you, that later in Exhibit
12 2 where it says, Plans described here are subject
13 to change, that that refers to all plans that are
14 listed here in Exhibit 2, right?

15 A. Plans, yes.

16 MR. VANWAY: Okay. I don't think I
17 have anything further, Mr. Crump. Thank you.

18 MR. SIMON: No further questions.
19 Thank you. We're off the record.

20 (Deposition concluded at 4:31 p.m.)

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James E. Crump

1 C E R T I F I C A T E

2

3 STATE OF OHIO :

4 : SS

5 COUNTY OF HAMILTON :

6

7 I, Susan M. Barhorst, a Notary Public in
8 and for the State of Ohio, duly commissioned and
9 qualified, do hereby certify that prior to the
10 giving of this deposition the within-named
11 JAMES E. CRUMP was by me first duly sworn to
12 testify the truth, the whole truth, and nothing but
13 the truth; that the foregoing pages constitute a
14 true, correct, and complete transcript of the
15 testimony of said deponent, which was recorded in
16 stenotypy by me, and on the 21st day of October
17 2003 was submitted to counsel for deponent's
18 signature.

19 I further certify the within deposition was
20 duly taken before me at the time and place stated,
21 pursuant to the Federal Rules of Civil Procedure;
22 that I am not counsel, attorney, relative or
23 employee of any of the parties hereto, or their
24 counsel, or financially or in any way interested in

1 the within action, and that I was at the time of
2 taking said deposition a Notary Public in and for
3 the State of Ohio.

4 IN WITNESS WHEREOF, I have hereunto set my
5 hand and notarial seal at Cincinnati, Ohio, this
6 21st day of October 2003.

7

8

9

10 Susan M. Barhorst, Notary Public
11 in and for the State of Ohio.
My commission expires
February 18, 2004

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